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IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF :  
GATHEN GARCIA, ET AL. : EXAMINER: GARCIA-OTERO, E  
SERIAL NO: 09/545,455 :  
FILED: APRIL 7, 2000 : GROUP ART UNIT: 2123  
FOR: UTILITY STATION AUTOMATED :  
DESIGN SYSTEM AND METHOD

DECLARATION UNDER 37 C.F.R. § 1.132

COMMISSIONER FOR PATENTS  
ALEXANDRIA, VIRGINIA 22313

SIR:

The undersigned, Gene Wolf and Gathen Garcia herein declare as follows:

1. We are all employees of Public Service Company of New Mexico and are inventors of the above-identified patent application.
2. Attached hereto is an executed license agreement between Public Service Company of New Mexico and General Electric (Energy), for the use/sale of a software product (which we call 3D-DASL), which is covered by the claims in the above identified patent application. We demonstrated 3D-DASL for Ex. Garcia-Otero during our personal interview on March 31, 2004
3. The success and design of our 3D-DASL product flows directly from the functions and advantages disclosed or inherent in the specification description.
4. We declare further that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so

Application No. 09/545,455

Reply to Office Action of

made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

5/4/04  
Date

Gene Wolf  
Gene Wolf

5/4/04  
Date

Gaffen Garcia  
Gaffen Garcia



## SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is made as of April 15, 2004 ("Effective Date") by and between Public Service Company of New Mexico, a New Mexico corporation having a principal place of business at Alvarado Square MS 0600, Albuquerque, New Mexico 87158 ("PNM"), and GE Energy - doing business as NRPS Global Projects, a New York corporation having an office at 6360 I-35 North, Suite 360, Jackson, Mississippi 39211 ("Licensee").

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9. **Training.** For the first year following the Effective Date of this Agreement, PNM will provide training to Licensee (a) at Licensee's location at a rate of \$3,000 per day plus actual travel and living expenses, or (b) at PNM's facilities in Albuquerque, New Mexico at a rate of \$3,000 per day. One day of training shall consist of up to eight (8) hours of training. During the first year following the Effective Date of this Agreement, PNM will waive the \$3,000 per day charge for one (1) training session (not to exceed two days of training) conducted either at Licensee's location or at PNM's facilities.

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Facsimile No.: (505) 241-2363

To Licensee: GE Energy dba NRPS Global Projects  
Attention: Greg King  
6360 I-55 North, Suite 360  
Jackson, Mississippi 39211

Facsimile No.: (601) 978-6576

18. Amendment. This Agreement may not be amended except by a written agreement executed on behalf of each party by its duly authorized representative.

19. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico, without regard to its conflicts of law principles. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

20. Entire Agreement. This Agreement and the schedules attached hereto supersede all previous and contemporaneous communications and understandings between the parties concerning, and constitute their sole and exclusive agreement with respect to, the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date.

Licensee:

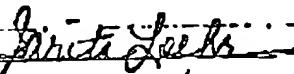
GE Energy dba NRPS Global Projects

By: 

Name: Maurie H. Soifer  
Title: Project Manager

PNM:

Public Service Company of New Mexico 

By: 

Name: Sarita Loehr  
Title: VP, Operations & Engineering

Schedule 1

Software Schedule

(to Software License and Support Services Agreement effective April 15, 2004 ("Agreement")  
between Public Service Company of New Mexico ("PNM") and GE Energy dba NRPS Global  
Projects ("Licensee"))

Licensee: GE Energy dba NRPS Global Projects

Number of Seats: One (1)

License Fees: \$5,000 per seat

Discount: \$3,500 per seat

Total License Fees: \$1,500

Technical support rates: \$100.00 per hour\* (effective for one year following the Effective Date  
of the Agreement)

\* For the first year following the Effective Date of this Agreement, PNM will  
provide Licensee with technical support at a discounted rate of \$50.00 per hour.

Upgrade: PNM will provide Licensee with any upgrades or enhancements made to the Software,  
as they become available, at no charge during the first year following the Effective Date of this  
Agreement.

Date of this Software Schedule: April 15, 2004